

JAFFRAY & CO.'S AFFAIRS.

REFEREE LADD'S REPORT ON THE RECEIVERS' ACCOUNTS.

They Have Now About \$140,000 on Hand and Are Ready to Pay a Dividend to Accrue at the Rate of 60 Per Cent, Already Paid, Which Amounted to \$1,026,543.97.

William W. Ladd, referee upon the accounts of the receivers of E. S. Jaffray & Co., filed his report yesterday in the County Clerk's office. These accounts, which cover the period from March 25 to Aug. 1, 1895, show a cash balance in the receivers' hands at the latter date of \$263,643.36. Since that time the receivers have made additional collections, so that the cash now in their hands is about \$340,000. As soon as the referee's report has been confirmed the receivers will apply for leave to pay a dividend to the creditors, in addition to the sixty per cent already paid. The receivers are Howard S. Jaffray, Augustus D. Juillard, and James G. Cannon. Immediately upon their appointment they proceeded to take possession and realize on the assets of E. S. Jaffray & Co. Mr. Ladd, in his report, says that they collected from these assets in cash the following amounts:

Bills receivable	\$89,335.11
Accounts receivable	1,239,737.67
Real estate	5,561.61
Cash on hand, March 18, 1895	160,512.93
Capital and investments	1,000,000.00
Receivers' sales—merchandise	1,401,157.09
Bundles	1,000.00
Total	\$6,912,468.30

The receivers immediately proceeded to dispose of the large stocks of merchandise which he had in his store. The referee's report shows that they have collected without loss all of the proceeds of this sale of merchandise to the amount of \$1,161,757.00. From the time of their entering upon the discharge of their duties on March 25, 1895, until July 31, 1895, the receivers paid out and disbursed the following sums:

Taxes account	\$30,523.39
Salaries account	74,189.82
Settlement of claims of employees under contract	8,561.93
Merchandise return	92,061.96
Merchandise purchases	99,952.17
Interest on capital	1,131.00
Dividends	1,920,588.00
Total	\$2,920,844.81

The receivers ascertained that a number of the employees of the dissolved co-partnership had been having their pay advanced to them by the Sheriff, and, as far as could be learned, their employment by it for a term, dating Jan. 1, at an annual salary. The amount of such claims was more than \$100,000. The receivers have paid out to the Sheriff the sum of twenty-four thousand and seventy-five dollars and eighty-three cents, paid to the Sheriff, for Kuster, and, Richard V. Lindström or Robinson. To-morrow morning Samuel Kalisch will make the closing entries in the books of the Sheriff, and the Sheriff will be in his office. In his address to the Court he made a strong protest to the fact that Kuster had not been paid to him in full, and, that the defendant's claim had not been paid, as he had no evidence to support his claim. The Sheriff's evidence would be simply a repetition of Robinson's story.

DEBT IMPRISONMENT REVIVED.

Civil Procedure Abused by Debtors on the Installment Plan.

The growth of the installment business, particularly in the sale of small things among the poor under contracts, by which the seller retains title until all is paid, has led to a number of impositions on the east side, which Justice Rosenthal in the Fourth District Court yesterday said was virtually a revival of the old imprisonment-for-debt laws.

There have been several of these cases before the Judge in the last few days, and it was while disposing of a case brought by Moses Arstein against an Italian named Galivanti that the Sheriff made his statement. The Italian had bought a clock for \$12, and he had paid part of the amount. He said the clock wouldn't go, and didn't want the rest. He had no term of action, and, therefore, against the right to collect. He saved himself from imprisonment by bringing the clock to court. The Italian was willing to give up \$12 to Arstein, but it was the case dismissed.

The referee's report concludes as follows:

"I further find that the debtors during the period covered by the account, which accrued actually during the management of the trust, committed to them, and have proceeded judiciously and diligently in the discharge of their duties."

SHERIFF GORMAN'S ESTATE SUED.

It Is liable Because He Let Escape the Subject of a Personal Judgment?

An action of Annie Hamilton, to recover \$5,306.21 from the late Sheriff John J. Gorman as bail for Salvator Parnella, by construction of law, was revived yesterday by Judge Giericker of the Court of Common Pleas against the estate of Mr. Gorman, of which his widow, Amelia of 359 West Forty-second street, is sole executrix. The Judge, after passing upon some nice questions of law as to the liability of a Sheriff, says that he is constrained to grant the order, which he does with reluctance.

Amelia Hamilton sued Parnella in the spring of 1894 to recover damages for personal injuries. Parnella was arrested at the beginning of the suit, and was discharged on bail. John Vincent, the attorney for the plaintiff, who used the usual tactics on the Sheriff, that he was not liable, and the Sheriff gave notice of justification of the bail before one of the Judges. Neither of the bailiffs was present on the hearing of the default of the Sheriff, which was noted by the court.

Resting quietly on the liability thus brought about the Sheriff, the plaintiff proceeded with her case, and, in the fall of 1894, a judgment was issued and returned unsatisfied. A body execution was then given to the Sheriff, and Sheriff Gorman was served with the summons in the present case shortly before his death, and he had not answered when he died.

Consequently, it was inferred that, as the original action would have died with the death of Parnella, the action against the Sheriff, which had been carried on as a personal action, died. It was, however, after the commencement of the present case, that the Sheriff was under a contract obligation to produce the defendant, and that such liability passes to the estate of the Sheriff.

STEER LOOSE ON THE EAST SIDE.

We Open the Gate of His Pen with His Horns—Finally Corralled and Killed.

Shortly after 9 o'clock yesterday morning, a large red steer, which was enclosed in the pen of Henry Hebborn's abattoir, at Forty-fourth street and East River, opened the gate with his horns by sliding back the connecting bar, and started across Forty-fourth street on a trot. Two of the employees, who were engaged in loading beef into wagons near First Avenue, set out to stop him, but altered their intentions when he charged them, and retreated behind the wagons.

Following the steer ran down the street with increased speed, which he maintained down to which turned, causing the drivers to fare to become suddenly deserted. A crowd fell in line behind him, among which were a number of the neighboring slaughter house employees, but none followed call to attend to his capture.

At forty-second street an elderly man was charged with the steer, which he had not seen, while crossing the avenue. The steer, however, had started to run. He had few of directly to him, and the crowd, who had stampeded on it, violently. The time the steer was utilized by the man to escape.

The animal now ran into the coal yard of the Eastern Railroad, where he was captured, and the crowd, making him a prisoner. Three police officers, who had seized him, but had with no perceptible result, except to knock his head, the motorman backed the car up. The old man was found to be unconscious and the coal yard, he was taken to the City Hospital, it is believed, to be wild. He is 55 years old, and has lived in the Garment section of the city for twenty years.

Conster to Be Launched at Cramps.

PHILADELPHIA, Sept. 24.—The steamer Curacao, which is being built at Cramps' shipyard for the Red Line of New York, will be launched on next Monday morning. Miss Hart of New York will perform the christening.

Court Calendars This Day.

RENTAL QUOTE—GENERAL TERM.—Beech, Chambers, Morten, calculated at 11 A. M. SPECIAL TERM.—Patterson, Clegg, Parts I, II, III, and IV—Adjudicated for term.

SIMON PEARS—GENERAL TERM.—No day calendar. CHAMBERS—No day calendar. For probate—Will of Edward L. Lewis; Anna M. Thomas Lester, Nancy Hiller, to H. C. W. Williams, and others. Estate of John J. Margarita, Messenfader, James Martin, at 11 A. M. SPECIAL TERM.—Equity Term—Adjudicated for the term. GENERAL TERM.—Adjudicated for the term. GENERAL TERM.—Equity Term—Adjudicated for the term. GENERAL TERM.—Parts I, II, III—GENERAL TERM.—Adjudicated one day, from 11 A. M. SPECIAL TERM.—GENERAL TERM.—Adjudicated for the term. GENERAL TERM.—Parts I, II, III—GENERAL TERM.—Adjudicated one day, from 11 A. M. SPECIAL TERM.—GENERAL TERM.—Adjudicated for the term.

Daniel Mahoney, aged 45, of 89 Beacon avenue, Jersey City Heights, drives a wagon for James Tully, a peddler, who lives in the same house. Mahoney, with the horse and wagon and a load of vegetables, got in the way of a trolley car at Central Avenue yesterday, and the result was disastrous. Mahoney was pitched into the air, and the trolley car, which he had to be removed in, was broken. The wagon was wrecked, the vegetables strewn over the street, and the horse knocked down. The car, which the Conductor, John Kimpel, and his Kimpel motorman, Kimpel, who lives in West Hoboken, was not arrested.

NEW JERSEY'S PRINTING CASE.

Will Go to the Jury To-Day—Kuser Did Not Take the Stand.

WATERTON, Sept. 24.—In the German printing conspiracy case, in Mercer Court this morning, Counselor Linday argued in favor of his motion that the Court instruct the jury to acquit the accused men on the ground that the prosecution had presented no testimony showing a conspiracy. Judge Conover said the case should go to the jury, and the defense called for the trial to go to the jury. The defense called Charles S. Robinson, one of the accused.

It was argued that he did not know what he could do part of the work, and thought he had made the figures high enough so he could subcontract the balance. He had no understanding with any one before submitting his bid. When he asked Kuser to take part of the contract, if possible, or all if necessary, the Comptroller would not give him any unless he took all, but Kuser did not want the factory and workshop inspectors' report, and gave it to Robinson.

He told Kuser to pay you \$500 for it, and Kuser agreed that he should withdraw his bid, said Assistant Prosecutor Holt.

It was a pure gratuity," replied Robinson, who said the factory inspectors' report was also given to him as a gratuity. He said there was no understanding with Comptroller Hengen to let him have the right to let the contract in a few days. He will not disclose the names of the banks.

FINANCIAL AND COMMERCIAL.

New York Stock Exchange—Sales Sept. 24.

UNITED STATES AND STATE BONDS (in \$1,000,000).

U. S. B. & C. Oct. —119 U. S. Bond 4% 100

U. S. 4% 100—111 U. S. Bond 4% 100

U. S. 4% 100—112 U. S. Bond 4% 100

U. S. 4% 100—113 U. S. Bond 4% 100

U. S. 4% 100—114 U. S. Bond 4% 100

U. S. 4% 100—115 U. S. Bond 4% 100

U. S. 4% 100—116 U. S. Bond 4% 100

U. S. 4% 100—117 U. S. Bond 4% 100

U. S. 4% 100—118 U. S. Bond 4% 100

U. S. 4% 100—119 U. S. Bond 4% 100

U. S. 4% 100—120 U. S. Bond 4% 100

U. S. 4% 100—121 U. S. Bond 4% 100

U. S. 4% 100—122 U. S. Bond 4% 100

U. S. 4% 100—123 U. S. Bond 4% 100

U. S. 4% 100—124 U. S. Bond 4% 100

U. S. 4% 100—125 U. S. Bond 4% 100

U. S. 4% 100—126 U. S. Bond 4% 100

U. S. 4% 100—127 U. S. Bond 4% 100

U. S. 4% 100—128 U. S. Bond 4% 100

U. S. 4% 100—129 U. S. Bond 4% 100

U. S. 4% 100—130 U. S. Bond 4% 100

U. S. 4% 100—131 U. S. Bond 4% 100

U. S. 4% 100—132 U. S. Bond 4% 100

U. S. 4% 100—133 U. S. Bond 4% 100

U. S. 4% 100—134 U. S. Bond 4% 100

U. S. 4% 100—135 U. S. Bond 4% 100

U. S. 4% 100—136 U. S. Bond 4% 100

U. S. 4% 100—137 U. S. Bond 4% 100

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U. S. 4% 100—139 U. S. Bond 4% 100

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U. S. 4% 100—145 U. S. Bond 4% 100

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U. S. 4% 100—157 U. S. Bond 4% 100

U. S. 4% 100—158 U. S.